

GENERAL TERMS AND CONDITIONS OF TRADE (RULES OF PROCEDURE) of Schweizerischer Verband Creditreform (SVC)

The following terms and conditions shall apply to requests of SVC services:

I. PRODUCTS AND SERVICES

1. SVC Members shall be entitled to benefit from services and products at preferential conditions, among others in the following areas:
 - written, phone or electronic economic and creditworthiness-related information
 - automated matches and enrichments
 - monitoring
 - amicable debt collection
 - publications

The services offered and fees shall be based on the prevailing product catalogues and tariffs. These shall be subject to changes at any time.

2. The information and monitoring services of SVC shall be based on the processing of selected creditworthiness-relevant facts known and accessible to SVC, on publicly accessible data, and on economic and business-related estimates. They shall be intended as decision aids and shall not replace the recipient's own judgement. The interpretation of the information received and credit decision-making shall be the recipient's sole responsibility. Any maximum credit proposals shall be based exclusively on facts known to SVC and on estimates, and shall be purely indicative.

The data used for identification matches and address enrichments shall be those recorded in the SVC-owned database. It shall not be guaranteed that the address of any person on whom information is requested is indeed up-to-date.

3. Obtaining economic information by electronic means shall require the conclusion of an additional agreement.

II. DATA PROTECTION / DATA SAFETY/SECURITY

4. The retrieval and use of information relevant to creditworthiness that is not publicly accessible shall be permitted exclusively with a view to the assessment of economically relevant facts and for the recipient's own use (subject to point 7 hereafter). It shall require a legitimate (justified) interest of the recipient. Reasons considered admissible for requests and use shall include in particular,
 - clarifications with a view to engaging in commercial relationships or to the execution of contracts;
 - competitor checks;
 - checks of debtors' creditworthiness.
5. Legitimation of electronic and phone requests shall be based on a user identification and a password. SVC shall be entitled to

change the access data at any time. If there is reason to believe that unauthorised parties have gained knowledge thereof, SVC shall be informed immediately. The same shall be true if an employee leaves who was aware of the access data.

6. In the event of a retrieval of information relevant to creditworthiness that is not publicly accessible, the reason of the request shall be identified. The recipient shall ensure that the reason indicated can be given proof of. Upon demand, the pertaining documents (notes, correspondence) shall be made available to SVC for random checks.
7. To pass on information that is relevant to creditworthiness and is not publicly available to the recipient's customers, the conclusion of an additional agreement shall be required. The recipient shall be liable to SVC for customers who receive this information having a legitimate interest within the meaning of point 3 above and assuming their own duties and obligations resulting from the data protection act. Apart from that, it shall not be permitted to disclose or pass on any such information.
8. The recipients of information relevant to creditworthiness that is not publicly accessible shall ensure by means of appropriate safety measures that unauthorised persons (members of the company not involved or third parties) do not have access to the information concerned.

If any information provided by the SVC is stored, then the person to whom it relates shall be guaranteed a right of information and of rectification.

9. The recipients of SVC-owned information shall be liable to the Association for any damage caused to the latter due to non-compliance with the aforesaid duties and obligations, in particular resulting from any indiscretion or misuse of the information provided.
10. To promote the purpose of the Cooperative, the recipients of SVC-owned data shall provide the Association with copies of debt enforcement extracts they have obtained themselves, and make available their own payment-related experiences as far as operationally possible. This information shall be represented according to the facts. Upon demand, SVC shall be given access to the documents the information provided is based on. The data suppliers shall be liable to SVC for the consequences of any untrue information provided.

The recipients of SVC-owned data shall inform their business partners about the possibility that payment-related experiences may be passed on to SVC. Upon demand, SVC shall make available appropriate sample texts for this purpose.

11. SVC shall be entitled to use, in its database, its own payment-related experiences as well as those provided by third parties.

III. COMPENSATION, DEFAULT, LIABILITY

12. Membership fees due or advance payments made to SVC for specific services delivered (e.g. for information) shall neither be compensated with any counter-claims, nor be used for any other services without SVC's written consent.
13. In the event of any default of payment, SVC shall be entitled to default interests of 8%. A fee of at least CHF 20.00 shall be charged for every reminder.
14. SVC services shall be provided with exclusion of any liability of SVC, its organs, employees, agents or representatives, General Managers or cooperation partners, as well as their employees, agents or representatives or other assistants. SVC shall be liable neither for the contents and scope of its database, nor for the contents of any individual records or information, or the functionality of its technical installations or data-processing programmes.

IV. FINAL PROVISIONS

15. Non-compliance with the obligations specified herein may result in exclusion from the Association or in the refusal to provide any further information.
16. Any covenants deviating from the present General Terms and Conditions of Trade shall only be binding if set out in writing. In case of doubt, the General Terms and Conditions of Trade shall have precedence.
17. **The place of jurisdiction for any disputes arising from the present contract shall be the domicile of SVC.**

The present General Terms and Conditions of Trade were approved by the Board of Directors of SVC on 8 September 2011, and put into effect as at 1 January 2012. They shall replace the General Terms and Conditions of Trade of 1 January 2006, and the Rules of Procedure of 8 May 1957. The German version shall prevail.

Zurich, 8 September 2011

Schweizerischer Verband Creditreform
(cooperative)
Board of Directors

President:


Raoul Egeli

Secretary:


Claude Federer